UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
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CARLTON RIDENHOUR,
Plaintiff,

-against-

17 Civ. 03888
COMPLAINT

ALT HOUSE PRODUCTIONS, a joint venture of A Novel Production Company, Inc., Lunatics, LLC and Samurai MK,
Defendant.
---x

Plaintiff Carlton Ridenhour, by his attorneys, Eisenberg Tanchum & Levy, for his complaint alleges as follows:

The Parties

1. Plaintiff Carlton Ridenhour is a citizen of the State of California, and resides at 1235 Colina Vista Street, Ventura, California 93003. At all relevant times Plaintiff was and continues to be engaged in the entertainment industry, performing under the name, "Chuck D," and rendering services as a rapper, writer and record producer.

2. Defendant Alt House Productions is, upon information and belief, a New York joint venture of A Novel Production Company, Inc., Lunatics, LLC and Samurai MK, having its principal place of business at 1501 Broadway, Suite 1607, New York, New York 10036.

Jurisdiction and Venue

3. The jurisdiction of this Court is based upon 28 U.S.C. §1332 in that there is complete diversity of citizenship between the parties and the amount in controversy exceeds $75,000, exclusive of costs.

4. This action, to the extent that it seeks declaratory relief, is also brought under 28 U.S.C. §2201 and Rule 57 of the Federal Rules of Civil Procedure.

5. Venue is proper under 28 U.S.C. §1391(b) in that the defendant resides in, and a substantial part of the events giving rise to the dispute and claims occurred and will occur in, the City, State and Southern District of New York.

The Facts

Public Enemy: An Overview

6. Plaintiff, professionally known as "Chuck D, is the founder and lead rapper of the seminal rap group, Public Enemy. He is the group's primary songwriter and the owner of the group's trademarked name, Public Enemy.

7. The group has been critically acclaimed for marrying politically and socially conscious lyrics to eclectic musical elements such as jazz and funk.

8. Beginning in the mid-1980s and continuing through the present, sales of Public Enemy recordings have totaled in the millions of units and in 2012 the efforts of Public Enemy were recognized by the group's induction into the Rock 'n Roll Hall of Fame. The group's recordings have been honored by inclusion in the permanent collection of the Smithsonian Institution and the United States Library of Congress.

The Roots of Public Enemy

9. Public Enemy began in the early 1980s when Plaintiff, a student/deejay at Long Island's Adelphi University, teamed up with a fellow student, William Drayton, to make records.

10. These records caught the attention of a producer who signed the act to a contract with Def Jam Records.

11. Under the guidance of Def Jam Records, the politically-charged raps of Plaintiff were fused with the music produced by Spectrum City, a Long Island sound system founded by Hank Shocklee and featuring Shocklee's brother Keith and a rotating cast of MCs (i.e., rappers who focus on lyrics and messages as opposed to simple entertainment) including Professor Griff and Terminator X.

12. The combination referred to in paragraph 11, above, became the group, Public Enemy, and, with a few membership changes over the years, continues to perform.

The 2015 Documentary Agreement

13. In or about 2015, Defendant approached Plaintiff concerning the possibility of Defendant producing a documentary about Spectrum City (the "Documentary").

14. Although, upon information and belief, Defendant knew that Plaintiff was represented by counsel, Defendant, in approaching Plaintiff, circumvented Plaintiff's attorney and other advisers.

15. Defendant represented that the Documentary would consist of video footage and interviews, and tell the story of Spectrum City.

16. Based upon Defendant's representations, on or about June, 2015, Plaintiff, together with other artists with ties to Spectrum City, and without the advice of his counsel, entered into an agreement with Defendant pursuant to which he authorized Defendant to use his name, voice, likeness appearance and intellectual property "in connection with the proposed feature-length documentary audio-visual work currently entitled "Spectrum"..., telling the story of how [Plaintiff and the other signatories] established the band Spectrum and eventually became the band 'Public Enemy'" (the "Agreement").

17. The Agreement further committed Plaintiff for a period of three years subsequent to the initial public exhibition or broadcast of the Documentary, but in no event longer than five years from the date of the Agreement, to render on an exclusive basis his "on-camera talent in all forms of non-fiction/documentary audio-visual programming in any and all media now or hereafter known...."

18. Plaintiff received no compensation for executing the Agreement other than a promise that he and the other signatories would share five percent (5%) of the Documentary's Net Proceeds.

The 2016 Amendment

19. In April, 2016, Defendant, again circumventing Plaintiff's counsel, approached Plaintiff seeking to amend the Agreement.

20. This amendment, executed by Plaintiff, purports to grant to Defendant "Narrative Rights in the Documentary" (the "Amendment") and there is some vague mention that Plaintiff's "Life Story" rights are somehow linked to these Narrative Rights, although the extent of rights granted to Defendant, if any, is ambiguous and unclear.

21. Plaintiff received no consideration for the grant contained in the Amendment other than a representation that the grant of rights would be "subject to good faith negotiation at the time for terms for compensation and credits to Releasor [i.e., Plaintiff] for the Life Story and Consultation services in connection with Narrative Rights in the Documentary Narrative/scripted motion pictures, television programs and other audio-visual productions based upon the Life Story …."

Nature of the Dispute

22. Plaintiff has secured significant interest from third parties interested in producing a feature length, non-documentary, motion picture based upon the history of "Public Enemy," which history may overlap with that of the group's predecessor, Spectrum City.

23. That interest has been hampered by Defendant's interpretation of the Agreement and its Amendment which, Defendant claims, gives it exclusive rights to the Spectrum City story.

24. Plaintiff maintains that the Agreement and its Amendment are void from their inception since they were intentionally secured in the absence of Plaintiff's counsel.

25. In addition, the Agreement and its Amendment are void since the Amendment makes the conveyance of any rights under those documents expressly contingent on Defendant reaching an agreement with Plaintiff on compensation and credit, and no such agreement has been reached.

26. Despite Defendant's failure to reach an agreement with Plaintiff concerning the compensation to be paid and credit to be given to Plaintiff for the rights purportedly

granted in the Agreement and the Amendment, Defendant maintains that it has the exclusive right to make a film relating to the history of Spectrum City, including what Defendant purports to be the individual life story rights of Plaintiff.

27. Defendant's claims have had a chilling effect on Plaintiff's ability to enter into an agreement with third party production companies for the production of a film about Public Enemy.

Claim

28. In order to resolve the controversy between Plaintiff and Defendant, Plaintiff requests that, pursuant to 28 U.S.C. §2201, this Court declare the respective rights and duties of the parties in this matter and, in particular, that the Court declare that Defendant does not have the right to make an audio-visual production utilizing the life story rights of Plaintiff in connection with either the groups Spectrum City or Public Enemy.

Propriety of Declaration

29. An actual case and controversy exists sufficient for this Court to declare the rights and remedies of the parties in that there is a dispute between the parties concerning Defendant's right, if any, to make an audio-visual production utilizing the story of Plaintiff in connection with the groups Spectrum City and Public Enemy and whether Defendant's rights, if any, are exclusive and sufficient to prevent Plaintiff from entering into an agreement with third parties to exploit such rights.

30. Plaintiff has the requisite standing to request this declaration since he is the party whose rights to produce an audio-visual production based upon his life are directly affected by Defendant's claims.

31. This controversy is ripe for determination at this time because: (a) Plaintiff has interest from third parties in making an audio-visual production based upon his life; (b) the third parties have stated that their interest diminishes the longer Defendant claims rights in Plaintiff's story; and (c) Defendant, upon information and belief, is exercising its purported rights without having reached an agreement with Plaintiff as to the terms for Plaintiff's compensation and credit.

WHEREFORE, Plaintiff Carlton Ridenhour prays that this Court:

A. Render a declaratory judgment providing that the 2015 Documentary Agreement and its 2016 Amendment are invalid and void from their inception;

B. Render a declaratory judgment providing that defendant Alt House Productions and its constituent companies, A Novel Production Company, Inc., Lunatics, LLC and Samurai MK, their respective principals, affiliates, and subsidiaries, and any of their agents, licensees, representatives or assigns, have no right to commercially exploit the life story rights of Plaintiff;

C. Enter an order enjoining defendant Alt House Productions, its constituent companies, A Novel Production Company, Inc., Lunatics, LLC and Samurai MK, their respective principals, affiliates, and subsidiaries, or any of their agents, licensees, representatives or assigns, from exploiting Plaintiff's life story;

D. Award Plaintiff his costs and disbursements incurred in this suit, including a reasonable allowance for counsel fees; and

E. Grant such other and further relief as the Court may deem just and proper.

Dated: New York, New York
May 23, 2017

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